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OGC Has Reviewed

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Chief of Mission

15 August 1947

Office of General Counsel

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Administrative - Termination Procedures

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Termination of [REDACTED]

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1. Reference is made to the exchange of cables concerning the above subject [REDACTED] [REDACTED] instructed you to have [REDACTED] leave on 1 August and pay him on such date three months pay in lieu of estimated accrued leave. You advised he left 1 August and would be paid one month's pay from date of notice, which apparently was approximately 15 July, plus accumulated leave of about ninety days. You further state that this was in accordance with recently executed employment contracts. After discussing this case with those concerned here, it was decided that we should write you this memorandum to make sure there was no misunderstanding of the proper procedure in normal cases.

2. To review a bit, you will recall that Mr. [REDACTED] wrote you on 9 May about Letters of Appointment and indicated that it would be proper for you to follow in detail the [REDACTED] procedure and forms for employment of local personnel. He assumes that the recently executed employment contracts referred to above are similar to [REDACTED]. We do not know the exact provisions of these contracts and would appreciate a blank form at your convenience for future reference. The one point we want to raise concerns the payment of any salary after notice of termination in the ordinary case. If the contract provides for a 30-day bonus upon termination, but does not provide for notice, the employee may, of course, be terminated at any time and the 30 days pay given to him.

3. If, however, the contract provides merely for 30 days notice, the ordinary interpretation would be that such a provision is solely for the protection of the employee so that he may look for another position while continuing to work to the end of the period. If, for any reason, he stops work during the 30-day period, he should be put on leave status immediately.

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Under these conditions if notice were given on, say, the 15th of July and the individual performed no work after 1 August, he would be paid salary only for the period 15 July through 1 August. For the period 1 August to 15 August, he would be in leave status, thus reducing the amount of accrued leave payable on termination. We have of course, been informed of the operational factors involved in the [REDACTED] case and acknowledge the need for special handling. We have no wish to alter your settlement of that case, but we should appreciate it if you would have the record in his case conform, as nearly as possible, to normal duty status requirements.

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4. As [REDACTED] pointed out, if you still have any settlements to make with individuals on the basis of old contracts or written commitments, you may of course, settle them in accordance with the promises made therein. However, we assume you have now adopted your procedure to that of [REDACTED] and can follow their example in all normal cases. If you have any questions or want more information, please let us know.

GENERAL COUNSEL

L.R.H.

R.H.

KPP
ADMIN